Kew Private Tour Terms and Conditions

1. **These terms**

1.1 **What these terms cover**. These are the terms and conditions applicable to your private tour booking at the Royal Botanic Gardens, Kew.

1.2 **Why you should read them. Please read these terms carefully before you book your tour**. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. **Information about us and how to contact us**

2.1 **Who we are**. We are the Board of Trustees of the Royal Botanic Gardens, Kew. Our office is Royal Botanic Gardens, Kew, Richmond, TW9 3AE.

2.2 **How to contact us**. You can contact us by telephoning us on 020 8332 5604, by writing to us at tours@kew.org, or by post to Royal Botanic Gardens, Kew, Richmond, TW9 3AE.

2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address you provided to us in your booking form.

3. **Your right to refunds and changes**

3.1 All bookings are final, please ensure that your group can come on the day, before booking a tour. If you are uncertain of the final numbers in your group, please estimate the number of people requiring a tour.

3.2 We are not able to offer refunds, duplicates or exchanges of unwanted tour bookings or tours booked in error.

3.3 Please note that we operate the tours in all weather conditions. Cancellations will not be offered in the event of poor weather. If extreme, unsafe weather conditions force us to cancel the event, you will be offered an alternative date, or if not available, a refund (see clause 6 below).

4. **Our tours**

4.1 Our tours are suitable for a group of adults (18+).

4.2 Each tour guide can take up to 10 people. Larger groups will have multiple tour guides and are subject to additional fees (see clause 5 below).

4.3 Private tours are either 60 minutes or 90 minutes long. Tours booked through trulyexperiences.com, Buy a Gift or redletterdays.co.uk are 60 minutes.

4.4 There are no tours on Christmas Eve (24th December) and Christmas Day (25th December) as the Gardens are closed.

5. **Pricing**

5.1 Tour prices: £82.50 for a 60-minute tour for up to 10 people, £5.50 per person thereafter £112.50 for a 90-minute tour for up to 10 people, £7.50 per person thereafter.

5.2 Royal Botanic Gardens, Kew reserves the right to change the prices advertised on this website at any time. This will not affect any confirmed bookings.

5.3 Clients that have booked through groups@kew.org will be invoiced by Kew.

5.4 **Entry to Royal Botanic Gardens, Kew is not included in the tour price and will need to be booked separately**. Please refer to the instructions on how to book entry to the Gardens in the form above and your booking confirmation email.

6. Our right to cancel the tour

6.1 We may cancel or interrupt the tour at any time if an event outside our reasonable control prevents us from operating the tour. This could include severe weather which closes Kew Gardens on safety grounds or injury or illness of the tour guide.

6.2 If we are unable to operate the tour for any other reason, we will get in touch as soon as possible to let you know. Depending on availability, we may offer you an alternative tour date. If you prefer to withdraw your booking, your group booking fee will be refunded in full.

6.3 We will communicate any cancellations to you as soon as practically possible, by email.

6.4 Your entry ticket to the Royal Botanic Gardens, Kew is separate to your tour booking. If the tour is cancelled or postponed, any entry ticket refunds will be handled on a case-by-case basis. You will need to contact the team that you booked your entry ticket with. For school bookings, schools@kew.org, for group bookings, groups@kew.org and for all others, info@kew.org.

7. Our responsibility for loss or damage suffered by you

7.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

7.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation.

8. How we may use your personal information

8.1 We will only use your personal information as set out in our privacy policy available at https://www.kew.org/about-us/reports-and-policies/privacy.

9. Which laws apply to this contract and where you may bring legal proceedings.

9.1 These terms are governed by English law, and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.